



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

**MONTGOMERY COUNTY, MARYLAND
OPEN SOLICITATION AMENDMENT #4
Open Solicitation #7725101021**

September 7, 2012

PAGE 1 of 2 FOR THE PROCUREMENT OF: Contract for Recreation Sports Instructors (Multiple Recreation Services)

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGE IS APPLICABLE TO THE SOLICITATION:

CHANGES

Replace Page 2 of Exhibit C of Contract for Recreation Sports Instructors (Multiple Recreation Services) with Revised Page 2

THERE ARE NO OTHER CHANGES.

THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY: _____

David E. Dise, CPPO
Director, Department of General Services

(Buyer: KMD)

Office of Procurement

Open Solicitation #7725101021

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G. Except as otherwise agreed to by the County, the Contractor must provide all supplies necessary to perform the Scope of Work. The Contractor must not advertise or collect from participants any fee not agreed to in advance by the parties in writing. Each final quarterly request for payment must include a written accounting of all fees collected under any agreement authorizing the Contractor to collect the fees. Failure of the contractor to submit such documentation will result in nonpayment of the request for payment, until such documentation is received. The Contractor is responsible for securing and compensating any personnel necessary to adequately and safely perform the required services under this Contract.

H. The Contractor must submit an invoice in a form acceptable to the County before the County may disburse any compensation to the Contractor. An invoice must not be submitted more frequently than once a month. Distributions by the County are subject to the appropriation of funds by the County Council and are limited to the fees actually collected, less the portion to be retained by the County.

I. The parties agree that, for reasons related to responsible contract administration, the County's requirement to pay amounts owed under this contract is conditioned upon the timely submission by contractor of requests for payment. Accordingly, the Contractor's failure to submit an invoice within 15 days after the last program date may result in non-payment for services provided under this contract.

Article III - TERM

The effective date of this Contract begins on _____ and upon signature by the Director, Department of General Services and ends on _____, 201_. The period in which the Contractor must perform all work under the Contract begins upon issuance of a Notice to Proceed for each class. The Contractor must also perform all work in accordance with time periods stated in the Notice to Proceed.

Article IV - BACKGROUND CHECK

Any contractor (including any of the Contractor's employees or subcontractors) who will care for or supervise children while performing this Contract or who will have access to children that are cared for or supervised by the County must, at the contractor's own expense, apply for a criminal background investigation in accordance with Md. Code Ann., Family Law Article, Section 5-560 et seq. (2006, as amended). All required fingerprinting must be completed before the contractor may begin providing services under this Contract. This contract may be terminated at no cost to the County if the applicant is the subject of pending charges, or has been convicted, of a crime or attempting a crime identified in the above-referenced sections of the Family Law Article.

Article V - NO SOLICITATION

While providing recreational instructional services under this Contract, the Contractor must neither solicit clients, nor promote any privately owned business.

Article VI - INSURANCE

The insurance requirements for this contract are listed on Attachment G. The Division of Risk Management of the Department of Finance reserves the right to revise the insurance requirements based on services provided.

Article VII - GENERAL CONDITIONS

The attached General Conditions of Contract Between County and Contractor ("General Conditions") are incorporated into, and made a part of, this Contract.